



**NOTICE INVITING BIDS
FOR WATER METER REPLACEMENT PROJECT
CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT
JUNE 2015**

IMPORTANT DATES

NIB ISSUED	June 3, 2015
REQUEST FOR INFORMATION DEADLINE	June 17, 2015
PROPOSAL DUE DATE	June 24, 2015

**City of El Monte
Public Works Department
Engineering Division
Water Meter Replacement Project**

1.0 Introduction

The City of El Monte, CA (City) currently owns and maintains a potable water system serving approximately 22,000 residents, which is metered by approximately 3,500 water meters ranging in size from 5/8" to 2"

Currently the meters in use have far outlived their lifespan and are no longer accurate. Random testing of a group of meters showed substantial loss due to water not being metered accurately. The meters have a lifespan of 15 years and some are as old as 25 years.

The City is seeking proposals from qualified water meter installation Licensed Contractors to complete the exchange of existing water meters described above with new single-jet meters equipped with AMR radio transmitters (Project). This RFP describes the Project, the required scope of services, and the minimum information that must be included in the proposal.

2.0 Scope of Services

The Scope of Services is contained in Attachment "A".

3.0 General Conditions and Instructions

3.01 Issuing Date: June 3, 2015

3.02 Issuing Office: City of El Monte – City Hall West
Public Works Department Engineering Division
11333 Valley Boulevard El
Monte, CA 91731

3.03 NOTICE IS HEREBY GIVEN that the City of El Monte ("City") shall receive sealed bids up to and until **June 24, 2015 at 10:00 AM** for the following Public Works Project: ***WATER METER REPLACEMENT PROJECT*** (hereinafter, the "Project"). The sealed bids shall be clearly marked as **SEALED BIDS** and be

submitted at the offices of the City Clerk located at El Monte – City Hall East, 11333 Valley Boulevard, El Monte, California 91731.

3.04 Bid Form: All bids shall be submitted on the Bid Form provided herein and signed in ink in the proper places by an authorized officer of the company. All bids submitted shall be binding for one (1) year following the bid closing date. Notice Inviting Bids shall be included in an opaque sealed envelope, marked on the face of the envelope with the title of the Project [**i.e. WATER METER REPLACEMENT PROJECT**] and name and address of the Bidder. The sealed bid shall also include the Bidder's bid security and other required documents. The sealed envelope shall be clearly marked with the notation "**SEALED BID ENCLOSED – DO NOT OPEN UNTIL DATE AND TIME OF BID OPENING**" on the face of the envelope. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed within in a separate delivery envelope with the notation "SEALED BID ENCLOSED – DO NOT OPEN UNTIL DATE AND TIME OF BID OPENING" on the face of the delivery envelope.

3.05 Addenda: By submitting a bid, the Bidder certifies that (i) he has made due inquiry of the City as to the existence of any addenda issued in connection with the bid solicitation documents, (ii) he is satisfied that he has received any and all such addenda and has taken the contents thereof into consideration when preparing and tabulating his bid, and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his bid based upon his failure to have received any one or more addenda.

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

3.06 Modification and Withdrawal of Bids: At any time prior to the closing time for receipt of bids, a bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted or by a Bidder's representative with proper identification and verification.

After the date for the delivery of bids, the "Relief of Bidders" provisions shall be as provided in Sections 5100-5108, inclusive, of the Public Contract Code of the State of California.

3.07 Errors in Bids: Any alteration or addition to the Form of Bid may invalidate it and cause the City to reject the bid as non-conforming. All blank spaces shall be filled out completely. Line out any applicable bids. An incomplete form may invalidate bid. The City, at its sole discretion, reserves the right to waive any informality or to reject any or all bids or to accept any alterations. In the case of

any discrepancy between the Bid in numbers and the Bid in words, Bid in words shall control.

3.08 Contract Requirements: The manufacturer must have a valid Federal Tax ID number and business license for the type of work proposed and performed by the Bidder. The undersigned bidder agrees to provide security for the Work included in their contract, including but not limited to, protecting materials, equipment and elements of the project for the duration of their contract and understands that loss or damage is entirely their liability until the Work is completed and accepted by the City. Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and the U.S. Department of Labor will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will also be required. The City of El Monte, in keeping with applicable laws and adopted City policies, will ensure that minority owned business enterprises are afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex or religion in any consideration leading to the award of the contract.

In entering into a public works contract, or a subcontract, to supply goods, services or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title, interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Each bid must be accompanied by a certified or cashier's check, or bidder's bond (executed by a surety company admitted in the State of California), made payable to the City of El Monte for an amount no less than ten percent (10%) of the amount bid as a guarantee that the Bidder, if its proposal is accepted, will enter into a contract and furnish the required bonds within 10 calendar days of the contract award by the City.

The City of El Monte reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of ninety days for any reason deemed to be in the best interests of the City of El Monte.

3.10 Public Inspection of Bids: All submitted bids and any accompanying data, materials or documentation will become the property of the City and will be subject to public inspection in accordance with the State of California Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder shall not be subject to public disclosure under the under the State of California Freedom of Information Act.

3.11 References: Respondent shall submit **Section 00465 3-Year Contracting History** listing references where similar services have been provided. Failure to submit references may be sufficient grounds for rejection of bid.

3.12 Inquiries: Documents may be obtained beginning on June 3, 2015 via the City of El Monte's website: www.ci.el-monte.ca.us

A reference set of documents are also available for review at the public counter of the City of El Monte, City Hall West, Engineering Counter, 11333 Valley Boulevard, El Monte, CA 91731. For information call (626) 580-2058. All questions or requests for clarification shall be submitted via email to Richard Ruyle, Utility Engineer at rruyle@elmonteca.gov by 5:00 p.m. on June 17, 2015. All questions received by this deadline will be addressed and posted on the City's website (www.ci.el-monte.ca.us) by June 18, 2015.

If it becomes necessary to revise any part of this RFP, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFP that may be issued by the City.

3.13 Understanding of Requirements: It is the responsibility of each prospective Bidder to inquire about, and to clarify, all requirements in the NIB that are not fully understood and any issues not specified in the NIB but which might impact service or cost.

3.14 Work Performed: In submitting a Bid, the successful bidder agrees to perform, with its own organization, work amounting to at least fifty percent (50%) of the bid amount except that any designated "specialty items" may be performed by subcontract and may be deducted from the bid amount before computing the amount of work required to be performed by the Bidder. If the Bidder, after computing the amount of work required, fails to meet at least fifty percent (50%) of the amount of work required with its own forces, the Bid will be considered nonresponsive and will be rejected with no further consideration.

3.15 Disclosure: Bids must provide full disclosure on violations and civil/criminal legal actions as provided for on the bidding requirement forms Sections 00470, 00471, 00472, 00473, and 00474. Failure to complete these forms may result in a determination that the Bidder is non-responsive and/or not responsible.

3.16 Notification to City of Pending Acquisition/Mergers by Bidding Company:

The Bidder shall notify the City of any pending acquisitions/mergers of its business organization. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

3.17 Project Deliverables: The delivery of the 3,500 water meters shall be substantially complete within approximately 90 calendar days and fully complete in 120 calendar days. The time of delivery or performance is an essential contract element and shall be clearly stated in solicitations. Contracting officers shall ensure that delivery or performance schedules are realistic and meet the requirements of the project contract agreement. Bids will be evaluated with respect to time of delivery. Liquidated damages will be assessed for failure to deliver the product in an effective and efficient manner.

3.18 Listing of Forms to be completed by Bidder and Submitted as part of Bid Proposal

The following forms which are included as part of the Bid Documents must be completed as applicable by each Bidder and submitted with the rest of the bid.

Bidder's proposal:

-Section 00300 Form of Bid (fully completed)	1-2
-Section 00410 Bid Bond (fully executed)	1-1
-Section 00430 List of Subcontractors	1-2
-Section 00450 Non-collusion Affidavit	1-1
-Section 00465 3-Year Contracting History	1-1
-Section 00470 False Claims	1-2
-Section 00471 Civil Litigation History	1-2
-Section 00472 Criminal Convictions	1-2 -
Section 00473 Debarments	1-2
-Section 00474 Labor Law/Payroll Violations	1-2
-Section 00490 Contractor's Industrial Safety Record	1-1
-Section 00610 Performance Bond	1-2
-Section 00620 Labor-Materials Bond	1-2
-Section 00630 Certification of Insurance Coverage	1-1

These documents will be included as part of the Contract Documents.

4.0 EVALUATION CRITERIA, BID OPENING AND CONTRACT AWARD
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4.01 Bids will be evaluated in accordance with the following criteria:

Responsiveness

Firms experience providing the requested services
Price
References
Proof of Insurance

4.02 Bid Opening: Bids shall be opened publicly and shall be read aloud on June 24, 2015 at 10:00 AM in at the offices of the City Clerk located at El Monte – City Hall East, 11333 Valley Boulevard, El Monte, California 91731.

4.03 Bid Results: A summary of the Bid Results shall be made available after the opening of bids.

4.04 Notice of Award: The City reserves the right to reject any and all bids, and to waive any non-substantive informality or irregularity as the interest of the City may require. In the event City elects to award a contract, City shall award the contract to the lowest responsive and responsible bidder in accordance with the selection procedure set forth under subdivision (a) of Section 20103.8 of the Public Contract Code which provides:

“The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.”

City reserves the right to accept or reject any and all bids. In determining whether a bidder is responsible, the City may consider a range of factors that speak to the bidder’s trustworthiness, quality, fitness, capacity and experience, including but not limited to: performance history, experience, insurance capacity, litigation history, labor law/payroll violations, criminal history, false claims history, and debarment history.

The City shall have the right to delay the award of the contract for NINETY (90) days after bids are opened and declared. Bidders may withdraw their bids on the ninety-first (91st) day after bids are publicly opened and declared by submitting written notice addressed to the El Monte Engineering Division at El Monte City Hall – West, 11333 Valley Boulevard El Monte, California 91731.

Following bid opening and upon notification from the City Engineer, the apparent successful Bidder will be required to deliver within five (5) calendar days to the offices of the Engineering Division certificate(s) issued by the insurance carrier(s), payment and performance bonds, and three (3) signed and notarized contract signature pages. The contract pages must be signed by the authorized officer, partner, member, or sole proprietor of the successful Bidder.

4.05 Protest of Award: Any Bidder who objects to a bid submitted by another bidder or to the consideration by the City of another bidders bid shall file its written protest within two (2) calendar days following the date on which bids are opened and

announced publicly (hereinafter, the "Bid Protest Deadline"). If the deadline falls on a date that the City of El Monte is closed for business, the applicable deadline shall be extended to 5:30 p.m. of the next City of El Monte business day. Protest shall be delivered to the attention of the City Engineer c/o of the Office of the City Clerk located at El Monte City Hall – East, 11333 Valley Boulevard, El Monte, California 91731. Protests shall be delivered in person, via regular mail or via overnight courier or personal courier, but must be received by the City Clerk prior to the deadline. Protests may not be delivered via facsimile or electronic mail. The City will not consider late protests. Protests that are postmarked prior to the Bid Protest Deadline but received by the City Clerk after the Bid Protest Deadline will not be considered. Protests that are provided to an overnight courier or personal courier prior to the Bid Protest Deadline but received after the Bid Protest Deadline will not be considered. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid

5.0 GENERAL INFORMATION AND TERMS

5.01 Insurance: The bid security of the successful Bidder will be retained until such Bidder has executed the Project Contract and provided contract security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Project Contract and furnish the required insurance and contract security within five (5) calendar days of notification from the City, the City may annul City's written notice awarding the contract to the Bidder and the bid security of that Bidder may be forfeited. The bid security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained until the earlier of the effective date of the Project Contract or the sixty-first (61st) day after bid opening.

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the Contractor, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided. The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers'

Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Contract certifies to the City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the City's review and records.

5.02 Hold Harmless Clause: The Bidder shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Bidder or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Bidder agrees that this clause shall include claims involving infringement of patent or copyright.

5.03 Safety: Section 00490 – Contractor's Industrial Safety Record

5.04 Entire Agreement: The Contract Documents set forth the entire Agreement between the City and the Bidder. The City and the Bidder agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein.

5.05. Public Record. All bids submitted in response to this RFB will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Bidder to withhold such records. Insofar as a proposal contains information that the Bidder regards as proprietary and confidential, it shall be the responsibility of the Bidder (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Bidder to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under subsection 5.06 below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute

proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law

5.06. Confidential Information: City reserves the right to make copies of a Bidder's bid available for inspection and copying by members of the public (including bids which may contain information the Bidder regards as proprietary in nature), unless the City's legal counsel determines that the information which the Bidder regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Bidder has specifically identified as being proprietary and confidential, City shall notify the Bidder in writing of its intent to release such information and the Bidder shall have five (5) working days after City's issuance of its notice to give City written notice of Bidder's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Bidder unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the Bidder's objection notice fails to include a fully executed indemnification agreement wherein the Bidder agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Bidder wishes to withhold. Again, the Bidder must specifically identify the information it deems proprietary.

EXHIBIT “A”
SCOPE OF WORK

The scope of work for the Project shall include:

TASK DESCRIPTION

1. Meter Purchase

1.1 Furnish all meters as specified at the end of this Exhibit. Provide labor, transportation, tools, equipment, and incidental materials necessary to install the referenced meters including, make-up spools, hardware, and any other work required to complete the project as outlined in this agreement.

2. Project Management

2.1 Contractor will appoint a project manager for the installation project at the time of notice-to-proceed. The project manager will be the primary contact for El Monte during the project and will manage all efforts on site. The project manager will provide weekly updates on progress to El Monte management and will also undertake any other customer-interaction (reports, meetings, etc.) to ensure the acceptable progress of the project. El Monte agrees to appoint a project contact with the appropriate authority to assist the Contractor project manager with all project issues.

3. Safety

3.1 Protection of Work Site - Prior to service activity on subject meters, Contractor will secure entire work site from vehicular or pedestrian traffic. This stipulation will include placement of safety cones, barricades, lighting equipment, construction signs, flag men, or any other provisions to insure no harm to persons at or near the work site and compliance with all applicable laws, rules and regulations. Under no situation will the Contractor cause or permit any situation which creates a hazard to public safety or a public nuisance.

3.2 Protection of Workers – The Contractor will take all necessary precautions for the safety of employees and will comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site. These obligations include safety training to all site employees, and provision of any and all gear and equipment to insure the work is proceeding in a safe manner.

4. Notification and Scheduling

4.1 Notification of all residential shutdowns will be via 24 hour door tags. All meter service activity requiring in person notification will have an appointment made at the convenience of the water service customer. Contractor will operate on a twenty four (24) hour a day, seven (7) day a week basis, if required, to facilitate water customer needs. Special attention will be given to critical services, regardless of line size, based upon requests from El Monte personnel.

5. Installation of Meters

5.1 All products will be installed in accordance with the subject manufacturer's installation instructions. All meters shall register in 100 gallon units. After new meter is installed, meter will first be pressure tested to insure no leaks are present on meter, any attached component, or on the connections. The new meter will then be flushed to remove any lodged debris and insure its proper operation. It shall be the responsibility of the Contractor to complete the following work:

- Safely remove meter box cover and verify meter number.
- Attempt to notify customer if they are home. If there is no answer, check to see if meter is turning. If turning, come back later or wait a few moments to see if meter stops turning.
- Turn curb stop off.
- Record final reading from old meter.
- Remove old meter.
- Install new meter and washers.
- Open customer spigot(s) to flush air and debris from house line.

- Turn curb stop on.
- Verify the new meter is turning.
- Turn spigot(s) off after air and debris have cleared.
- Record new meter serial number and initial reading.
- Record GPS location of meter box.
- Replace meter box cover.
- When a meter exchange is completed the contractor shall leave the premises in a clean manner as close as possible to the manner in which it was found with no tools, trash, large dirt piles, or other debris either on the customer's property or within the meter box.
- When a meter exchange is completed all components within the meter box shall be in working order with no leaking components and the meter turning as designed. Meter box shall be free of debris or trash.
- Meter box cover shall fit snugly and securely without pressing on the radio transmitter and without presenting any danger to pedestrians.
- For route completion all meters must be verified by reading with the utility's receiving equipment.
- All replaced meters shall be accounted for and returned to the City at the Public Works Maintenance Yard located at 3990 Arden Dr. 91731.

5.2 In addition to the work described above, it is required that the Contractor meet the following requirements and provide the following:

- All pertinent data for meter exchange must be collected electronically using handheld computers in the field. This data must include at a minimum:
 - Date of replacement service.
 - Make, model, and serial number of meter removed.
 - Final register read of meter removed.
 - Make, model, and serial number of meter installed.
 - Initial register reading from new meter.
 - GPS location of the meter box with serial number of new meter.
 - Will be turned in daily or weekly (City's preference)

- Pertinent data must be provided to the utility in both a written report format, and an electronic copy.
- Electronic data may be required in a specific format for the utility in order to upload data into the utility billing system for paperless transfers.
- Project manager will be required to provide, on a reoccurring pre-determined basis, reports which may include but are not limited to number of available installations in a cycle/route, number of completed installations, number of “hard to access” accounts, number and location of non-standard installations reported to the City, additional services performed, activity reports requested by the City, summary of other important issues, projected upcoming work schedule and itinerary, etc.
- All field personnel must have photo ID cards displayed at all times. All vehicles and field employees used during installation must be registered with local police department.
- All employees must be uniformed with magnetic signs on vehicles displaying project logo.
- Contractor shall be responsible for restoring job site to its original condition and shall be responsible for all repairs of damages directly caused due to improper installation procedures or negligence.
- All costs associated with the care and protection of the work area and all necessary precautions taken to prevent damage to existing lines and contractor personnel shall be considered incidental and included in the unit price provided.
- The City reserves the right to immediately remove from the site any person felt to be an immediate safety risk. A request of this nature will be handled by a City representative informing the project manager or contractor supervisor verbally or in writing.
- Any material provided by the contractor for installation must be an approved device, which meets the City’s specifications.

- All project workmanship will be to the satisfaction of the City as stipulated by this contract and may be inspected by a City representative before approval.
- All subcontractors to be utilized must be included in the initial bid response along with documentation supporting their ability to complete the work required. Responsibility for the performance of the contract remains with the bidder.

6. Standard and Non-Standard Work

Meters requiring replacement will fall into one of the categories as noted below:

6.1 Standard Installation - A standard installation is those settings where the complete new meter assembly will fit into the removed meter space with normal or retrofit flanges, test spools, and fittings. No additional pipeline work or valve work is warranted under a 'Standard' installation. The Contractor will supply meter reading verification equipment and make sure the meter reading system is working properly prior to leaving the meter site. This work will be performed at unit prices included in the fee schedule attached to this scope of work.

6.2 Non-Standard Installation

Any installation that requires placement of new control valves, piping installation, reconstruction of new meter vault/new meter vault, reconstruction of meter access, or any other work outside a 'Standard' installation classification, will be determined to be a 'Non-Standard' installation classification. Some of this work may require El Monte assistance in providing information regarding location and operation of mainline valves, underground excavation, temporary water supply or some other activity requiring more extensive effort than would normally be administered for meter replacements. This work, if required, will be performed as designated in the fee schedule and added to the unit charges for the specific size service where work is performed. All Non-Standard hourly work will be adjusted to the nearest quarter hour. Appropriate parts and materials may also be billed as designated. Any Non-Standard installation work will be approved by El Monte prior to proceeding and El Monte will be given the option of performing the work themselves. *Non-Standard Work is not anticipated for El Monte's Meter Change out Program.*

7. Installation Time Table

- 7.1 The work to be performed under this contract shall commence on the date of a formal notice-to-proceed from El Monte (letter or fax on El Monte letterhead, signed by appropriate authority). The work shall be 80% completed based on the total number of meters to be installed within 90 calendar days after the date of such notice, and fully completed within 120 calendar days after the date of such notice.

The Contractor project manager will provide a general estimate of expected work progress during the project following the delivery of preliminary documentation from El Monte and also issue weekly reports on such progress. Any extensions of time will be negotiated between El Monte and the Contractor.

8. Inspection

- 8.1 The City, at their option, may furnish and pay for an inspector to work in conjunction with the meter installation crews throughout the duration of the project. The Contractor will provide the Inspector with daily work locations of each crew assigned to the project.

9. Guarantee and Warranty

- 9.1 The Contractor will guarantee and warrant all installation work for one year from the date of acceptance of each completed installation. After new meter is installed, careful inspection will be made to insure there are no leaks on the installed flanges, spools, fittings, or the new meter itself. Any leaks will be corrected at that time.

10. Completion of Work and Final Acceptance

- 10.1 El Monte will be compiling a punch list as the work progresses and upon completion of work, El Monte has 7 days to issue a final formal punch list of installation or product issues to the Contractor project manager. The Contractor project manager will provide a written response to the punch list within 48 hours, addressing the problem and proposing a solution and schedule for punch list resolution. Following resolution of the punch list, El Monte will prepare a Notice of Completion and present to the Contractor. The final payment will be issued within 30 days of the filing of the Notice of Completion.

11. Fee Schedule

- 11.1 Please complete the attached fee schedule/bid form for standard installations and the hourly labor rate and material markup for non-standard work.

11.2 El Monte shall pay the Contractor according to the following schedule:

Meter cost:

Within 30 days of meter delivery	95%
Final Acceptance	5%

Installation cost:

Mobilization:	5%
Completion of 50% of meter installation (based on qty.)	45%
Completion of 100% of meter installation	45%
Final Acceptance	5%

CITY OF EL MONTE RESPONSIBILITIES

1. Information Provided

1.1 City of El Monte will provide the Contractor with a complete list of all water meters within the distribution system that are targeted for replacement. Meters will be given a priority status for replacement should they be inoperable or at the special request of The City of El Monte management.

El Monte will provide comprehensive information on the targeted replacement sites and any special project management requests at the time of notice-to-proceed. Site information should include detailed meter information, line service information, service customer information and any known site problems. Project management requests include specific documentation, documentation formats, service customer interaction directions, site conduct, etc.

The 3,413 meters listed on the Bid Form is an approximate number. Compensation will be based on the actual number of meters installed and the unit prices given on the Bid Form.

If needed, El Monte will provide a staging area for the Contractor. The area will be located at the City yard at 3990 Arden Dr. 91731.

1.2 The Engineer's Estimate for the Project is \$1,050,000.

SPECIFICATIONS FOR SINGLE JET WATER METERS

SIZES 5/8"x 3/4", 1", 1 1/2," 2"

TYPE:

All water meters to be supplied shall be of Single-Jet (AWWA- C712) design and operation. Meters shall have a single measuring element. Compound type, turbine type, multi-jet type & displacement type meters shall not be considered as equals.

PERFORMANCE:

Meters must meet the performance specifications outlined below. Bidder should submit technical documentation to support performance claims.

Meter Size	Low Flow (95%)	Accuracy Range (98.5%- 101.5%)	Lay Length* (inches)
<u>Residential and Commercial Meters</u>			
5/8"x3/4"	1/16 gpm	1/10 –40 gpm	7.5"
1"	1/8 gpm	1/2 -70 gpm	10.25"
1 1/2"	1/4 gpm	1/2 -125 gpm	8", 13", 17"
2"	1/4 gpm	3/4- 185 gpm	10", 17"

*available with SS spool to match compound meter lay length

Any proposed single-jet meters must have been in service in U.S. water utilities for a minimum of 10 years.

OPERATION

Meter shall utilize only 1 measuring element (impeller) to achieve performance shown in table above. No meters utilizing 2 or more measure measuring elements such as combination meters or compound meters shall be accepted.

INSTALLATION:

Meters shall operate accurately with no straight run of pipe before or after the meter.

STRAINER:

Meters operation shall be unaffected by sand or other particulates in the line. The manufacturer must warranty meter operation and accuracy with no strainer installed.

GUARANTEE:

Meters sized 5/8" and 3/4" shall include a warranty that covers the meters from defects in material and workmanship and guarantees the meters will meet the accuracy specifications in AWWA C712 Standard for single-jet water meters for a period of ten (10) years from date of shipment. Meters sized 1" and larger shall include the same warranty but for a period of five (5) years from date of shipment.

MAIN CASE (Bronze and Composite Material):

Bronze Main Case - The main case shall be made of non-corrosive metal and shall withstand a working pressure of 230 P.S.I. without seeping or distortion affecting the free operation of the measuring unit. The direction of flow must be permanently indicated on the case. A twenty-year guarantee is required for the main case. Main case must be made of an NSF approved alloy meeting January 1, 2014 Annex G low-lead requirements. Epoxy coated meters shall not be considered.

Residential Meter Composite Main Case – The main case shall be made of nylon composite (Polyamide 12) and shall withstand a maximum operating pressure of 230 PSI and maximum operating temperature of 140 degrees F.

REGISTER

Innov8 Electronic Register:

- The register must be a true two-way RF configurable digital register with an 8 digit display.
- The register must have the capability to store and transmit via 2-way RF 32,000 points of data, programmable between 1 minute and 1 hour intervals, for accurate flow profiling.
- Logging intervals greater than 5 minutes shall not be acceptable.
- Datalogging resolution shall be less than 1/10 of a gallon for 5/8" meter size and a minimum of 1 gallon for 1" and larger meters.
- The register must monitor and transmit status flags for leaks, backflow, high use and zero use at a minimum.
- The register shall have an on-board meter testing mode that prevents the register from advancing during test mode and the ability to calculate meter accuracy with a field tablet utilizing an IRDA or RF communication platform.
- The display shall be manually toggled between totalizer and rate of flow (GPM).
- The battery must have a twenty year guarantee, 10 year full coverage and 10 year pro-rated.
- One style of register must fit on all makes and models of the manufacturers' meter.
- Register must be able to replace the existing mechanical register on currently installed meters.
- The register must be a field-replaceable, encoded unit, electronically coupled to the meter and shielded from outside interference.
- AMR register shall be integral to the meter without external wiring.
- Magnetically coupled registers are not acceptable.
- The register must be securely fastened to the main case and provide adequate levels of tamper protection/evidence.
- The register must have full warranty covering defects in materials and workmanship for ten (10) years.
- The register must improve used meter accuracy when used to replace existing mechanical registers. Documentation must be submitted to confirm accuracy increase claims.

Read System

- Two read systems will be provided – one active and one spare – consisting of laptop, gps, G2 reading system, cables, antennae, receiver, software, and other necessary ancillaries.

Name of Bidder (Firm Name)

SECTION 00300

FORM OF BID

As referenced under the opening paragraph of the Instructions to Bidders, the Primary Elements of the ***“WATER METER REPLACEMENT PROJECT”*** (hereinafter, the “Project”) are as follows:

The services will include all applicable hardware and labor necessary for the replacement of approximately the 3,500 water meters.

The undersigned proposes to furnish all materials, labor, and equipment required to complete the Project for the City of El Monte, in accordance with the Contract Documents, including addenda thereto, if any, adopted by the City Council, and on file in the office of the City Clerk, as follows:

BID: The contract price paid for the work to be done consists of replacing approximately 3,500 water meters, including but not limited to using all applicable hardware and labor necessary for the furnishing of the 3,500 water meters. Performing all operations, furnishing materials, equipment, and all necessary appurtenant work.

Meter Purchase

Item	Description	Qty	Price (ea)	Total
1	5/8 inch single jet meter	2,772		
2	1 inch single jet meter	405		
3	1-1/2 inch single jet meter	107		
4	2 inch single jet meter	129		

Sales Tax -

Total Meter Cost -

Meter Installation – Standard Work

Item	Description	Qty	Price (ea)	Total
5	5/8 inch - Standard Meter Exchange	2,772		
6	1 inch - Standard Meter Exchange	405		
7	1-1/2 inch - Standard Meter Exchange	107		
8	2 inch - Standard Meter Exchange	129		

Total Meter Installation Cost -

Non-Standard Installations

Item	Description			
9	Hourly Wage Rate for Non Standard Work if requested			
10	Material Markup for Non Standard Work if requested			

(\$_____)

Bid in Numbers for the Water Meter Project

(_____)

Bid in words for the Water Meter Project

Note: Any alteration or addition to the Form of Bid may invalidate it and cause the City to reject the bid as non-conforming. All blank spaces shall be filled out completely. Line out any applicable bids. An incomplete form may invalidate bid. The City, at its sole discretion, reserves the right to waive any informality or to reject any or all bids or to accept any alterations. In the case of any discrepancy between the Bid in numbers and the Bid in words, Bid in words shall control.

I (We) certify that on _____, 20____, License No. _____, license classification(s)

_____, was issued to me (us), in the name of _____, by the Contractors' State License Board, pursuant to California Statutes of 1929, as amended, and that said license has not been revoked.

Firm Ownership Information
where applicable:

If minority-owned, indicate the Check
appropriate category:

1. ☐ Minority-Owned
 ☐ Woman-Owned
 ☐ Disadvantaged-Owned
 ☐ Disabled Veteran-Owned
 ☐ Other

- ☐ African American
☐ Hispanic or Latino
☐ Asian/Pacific Islander
☐ Filipino
☐ American Indian/Alaskan
Native

2. ☐ An individual
 ☐ A corporation. Name
 or territory of
 Incorporation

If a co-partnership or joint
venture, list names of state
individuals comprising same
below

_____ () A
co-partnership _____
☐ A joint venture _____

Date signed _____, 2014

Respectfully submitted,

Place _____
City and State

Firm Name (if applicable)

Bidder's address and telephone:

Number and Street

Signature

City and State

Title

Telephone

Signature

Fax

Title

SECTION 00410

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____
(Bidder and Address)

as Principal and _____
(Surety and Address)

as Surety, as held and firmly bound unto the City of El Monte, hereinafter referred to as "City", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation of such that:

WHEREAS, the Principal has submitted the above-mentioned Bid to the City, for certain construction specifically described as follows, for which bids are to be opened on _____

_____ for _____
(date of bid opening) (description of work, including location, as it appears on the bid)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the bidding or contract documents, after prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bids, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2015.

(SEAL)	Principal

	Signature and Title
(SEAL)	_____
	Surety

	Signature and Title

SECTION 00430
LIST OF SUBCONTRACTORS

Prime Contractors shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California and shall set forth in their bids, on forms provided for same, the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and the portion of the work which will be performed by each Subcontractor.

Failure by a prime Contractor to specify a Subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid constitutes an agreement between the prime contractor and the City of El Monte that he is fully qualified to perform that portion of the work himself and will perform that portion of the work himself.

No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed, nor shall any subcontract be assigned or transferred except as provided for in the above Sections of the Public Contract Code of the State of California.

Prime contractors in violation of any of the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California are subject to possible cancellation of contract and monetary penalties as well as disciplinary action by the Contractors' State License Board.

LIST OF SUBCONTRACTORS

The following is a list of the proposed subcontractors to whom I (we) propose to sublet a portion or portions of this work.

<u>NAME/ADDRESS</u>	<u>CLASSIFICATION OF</u>	<u>SUBLET</u>
	<u>WORK TO BE EXECUTED</u>	<u>AMOUNT</u>
		(IN DOLLARS)
_____	_____	_____
_____	_____	_____

SECTION 00450

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

State of California)
)ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, or paid, and will not pay, any fee or any corporation, partnership, company association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid..

Subscribed and sworn to before me this _____ day of _____, 2014.

By: _____

Notary Public

Title

SECTION 00465 3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE CITY FOR THE PAST THREE YEARS (Begin with the most recent project)

Contract Type/Description _____	Contract Number _____	Contract Type/Description _____	Contract Number _____
Type of Work _____	_____	Type of Work _____	_____
Department _____	Contract Amount _____	Department _____	Contract Amount _____
Address _____	\$ _____	Address _____	\$ _____
City Contact Name/Phone _____ / _____	Date of Contract _____	City Contact Name/Phone _____ / _____	Date of Contract _____
IF CONSTRUCTION Architect Name/Phone _____ / _____	_____	IF CONSTRUCTION Architect Name/Phone _____ / _____	_____
Type of Facility _____		Type of Facility _____	
Contract Type/Description _____	Contract Number _____	Contract Type/Description _____	Contract Number _____
Type of Work _____	_____	Type of Work _____	_____
Department _____	Contract Amount _____	Department _____	Contract Amount _____
Address _____	\$ _____	Address _____	\$ _____
City Contact Name/Phone _____ / _____	Date of Contract _____	City Contact Name/Phone _____ / _____	Date of Contract _____
IF CONSTRUCTION Architect Name/Phone _____ / _____	_____	IF CONSTRUCTION Architect Name/Phone _____ / _____	_____
Type of Facility _____		Type of Facility _____	

Contract Type/Description _____ Contract Number _____

Type of Work _____

Department _____ Contract Amount _____

Address _____ \$ _____

City Contact Name/Phone _____ / _____ Date of Contract _____

IF CONSTRUCTION
Architect Name/Phone _____ / _____

Type of Facility _____

Contract Type/Description _____ Contract Number _____

Type of Work _____

Department _____ Contract Amount _____

Address _____ \$ _____

City Contact Name/Phone _____ / _____ Date of Contract _____

IF CONSTRUCTION
Architect Name/Phone _____ / _____

Type of Facility _____

WATER METER REPLACEMENT PROJECT

3-Year Contracting History
000465-1

SECTION 00470
FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim

Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the City should be aware.

00470-1

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation:

(2) Identity of tribunal or court and the case name or number, if any: _____

(3) Government contract or project involved:

(4) Government agency involved: _____

(5) Amount of fine imposed:

(6) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

WATER METER REPLACEMENT PROJECT

False Claims
00470-2

SECTION 00471
CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00472

CRIMINAL CONVICTIONS

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

WATER METER REPLACEMENT PROJECT

**Criminal Convictions
00472-1**

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name _____ of _____ case:
Court _____ case _____ identification _____ number: _____
- (3) Identity _____ of _____ the _____ law _____ violated:

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00473
DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) identify the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the City of El Monte should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

- (1) Date and duration of debarment: _____

- (2) Project name or contract involved: _____

- (3) Debarring agency: _____

- (4) Stated reason for debarment: _____
- (5) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00474
LABOR LAW/PAYROLL VIOLATIONS

Bidder/Proposer shall provide the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

“Labor law/payroll violation” means for purposes of this disclosure a violation of the Davis-Bacon Act (40 USC section 276a) and/or a violation of California Labor Code sections 1720 through 1861 concerning the payment of prevailing wages, employment of apprentices and hours and working conditions.

For the three (3) years preceding the date this Bid/Proposal is due, identify on the following page any determination made by any Federal, State, or local public agency of a labor law/payroll violation arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors’ State License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled “Labor Law/Payroll Violations Information:” (1) the date of the determination of the violation, (2) the case number, if any, or other identifying information for the proceeding, (3) the identity of the government contract or project involved, (4) the identity of the government agency involved, (5) the description of violation, (6) the amount of any civil wage and penalty assessment, and (7) any exculpatory information of which the City of El Monte should be aware.

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

If the Bidder/Proposer has no labor law/payroll violations to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)
nor _____
(name of responsible managing person licensed by Contractors’ State License Board)

has been determined to have violated any Federal, State, or local labor laws as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

(1) Date of violation determination: _____

(2) Case number: _____

(3) Government contract or project involved: _____

(4) Government agency involved: _____

(5) Description of the violation (attach disposition letter): _____

(6) Amount of any civil wage and penalty assessment: _____

(7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Rev. 10/2009

To be submitted with each Bid for a contract

Project Identification _____

Bid Date _____

This information must include all construction work undertaken in the State of California by the Bidder and any partnership, joint venture, or corporation that any principal of the Bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Bidder. The Bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

SECTION 00490
CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5-Calendar Years Prior to Current Year

	2008	2009	2010	2011	2012	TOTAL	CURRENT YEAR
1. No. of Contracts							
2. Total dollar amount of contracts (in thousands of dollars)							
*3. No. of fatalities							
*4. No. of lost workdays due to injuries							
*5. No. of days of restricted work activity due to injuries							
*6. Injuries without lost workdays							

*The information required for these items is the same as required for columns 1, 4, 5, and 6, Log and Summary of Occupational Injuries and Illnesses, CAL/OSHA Form 200.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (Print)

Address

City

WATER METER REPLACEMENT PROJECT

Signature

Contractors' State License No. & Classification

Telephone

Contractor's Industrial Safety Record

00490 - 1



PROJECT CONTRACT

WATER METER REPLACEMENT PROJECT

City of El Monte

(**Owner:** City of El Monte - **Contractor:** Contractor)

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this ____ day of _____, 20____, by and between the **CITY OF EL MONTE, a municipal corporation** (referred to herein as the "Owner" or the "City") and **CONTRACTOR** (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. **THE CONTRACT DOCUMENTS.** The complete contract is comprised of and includes:

- this Contract;
- the Contractor executed **False Claims** form dated _____;
- the Contractor executed **Civil Litigation History** form dated _____;
- the Contractor executed **Criminal Convictions** form dated _____;
- the Contractor executed **Debarments** forms dated _____;
- the Contractor executed **Labor Law/Payroll Violations** form dated _____;
- the Contractor executed **Contractor's Industrial Safety Record** dated _____;
- Contractor's **Performance Bond** executed on _____;
- Contractor's **Labor and Material Bond** executed on _____; •
- Contractor's completed **Certification of Insurance Coverage**; and
- **List of Subcontractors.**

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents. The capitalized term "Project" shall hereinafter mean and refer to the **STREET NAME SIGN MANUFACTURING PROJECT**.

2. **THE WORK.** The contracted work includes the _____ Contractor Proposal/Scope of work as set forth in "**Exhibit "A"**". Contractor agrees to perform the contracted work including in Proposal/Scope of Work and to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the Work in a good and workmanlike manner as called for, and in the manner designated in, and in strict conformity with the above-defined Contract Documents for the Project. Contractor acknowledges and agrees that in addition to the City, the fee owner(s) of the public street right of way lands on which the Project is to be constructed, is/(are) third party beneficiaries of the obligations of the Contractor under this Paragraph."
3. **CONTRACT PRICE.** As authorized by the El Monte City Council on _____ the City agrees to pay and the Contractor agrees to accept, in full payment for the work contained in the Scope of Services as set forth in **Exhibit "A"**, attached and incorporated to this Contract, the following compensation, to-wit:

It is estimated by both Parties that the total contract price based on the foregoing is \$_____.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK. Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.
5. PAYMENT. Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the City Manager or designee of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The forgoing notwithstanding, City's obligation to make partial payments to Contractor shall be conditioned upon Contractor's timely submission of the initial baseline schedule of completion and all updated schedules of completion called for under Section 6 of this Contract. The City shall make any partial payments provided for in this contract to the Contractor within thirty (30) days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor.

The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within thirty (30) days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within seven (7) days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 7-day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within forty-five (45) days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION. The Work shall be commenced within agreed upon start date as noted in the City's issued Notice to Proceed, and shall be completed on a date not more than _____ **calendar days** from the issuance of the Notice to Proceed (the "Completion Date"). Within three (3) calendar days from the execution of this Contract, Contractor shall provide City with a baseline schedule for completion of the work and shall

provide an updated schedule of completion to City no later than the first weekday of each month thereafter until the work is completed.

7. **EXTENSION OF TIME.** If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the City Manager or designee shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the City Manager or designee for approval. The City Manager or designee will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within two (2) days after the delay became apparent. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents and Contractor specifically acknowledges that he has read and agrees to the provisions of the Contract Documents relating to liquidated damages.

8. LABOR PROVISIONS.

The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

- a. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
- b. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.
- c. As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

- d. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- e. The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- f. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subsection 8(f), herein, shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by 8(f)the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each Contractor shall file a certified copy of the records, enumerated in Subsection 8(f) with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made

available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the City of the location of the records enumerated under Subsection 8(f) including the street address, District and county, and shall, within five (5) working days, provide a notice of change of location and address. The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Subsection 8(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the City, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Subsection 8(f) lies with the Contractor.

- g. The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- h. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the Contractor, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided. The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have **Employer's General Liability limits of \$1,000,000 per accident** before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in

signing this Contract certifies to the City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the City's review and records.

- i. In accordance with the provisions of Section 1727 of the California Labor Code, the City, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the City.

9. WORKING CONDITIONS.

- a. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.
- b. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in Section 8 and in this Section 9 in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements of Section 8 and 9 of this Contract.

10. CONFLICTS. In the event of any conflict or inconsistency between the provisions of this Contract and any other Contract Documents, the provisions of this Contract shall govern and control. In the event of any conflict between the Instructions to Bidders and the provisions of the Special Provisions, the provisions of the Instructions to Bidders shall govern and control.

11. [RESERVED – NO TEXT]

12. NONDISCRIMINATION. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

13. TIMELY PAYMENT OF SUBCONTRACTORS. The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

14. CIVIL RIGHTS. The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.
15. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color or national origin.
16. INFORMATION AND REPORTS. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.
17. SANCTIONS FOR NONCOMPLIANCE. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.
18. INSPECTION OF RECORDS. The Contractor shall maintain an acceptable cost accounting system. The City or its duly authorized representative shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.
19. RIGHTS IN INVENTIONS. All rights to inventions and materials generated under this contract are subject to regulations issued by the USDOT. Information regarding these rights is available from the City.
20. BREACH OF CONTRACT TERMS. Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
21. TERMINATION OF CONTRACT BY CITY
 - a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill

its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

- b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in subsection b of this clause.
- e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Contract or the Contract Documents.

22. INCORPORATION OF PROVISIONS. The Contractor shall include the provisions of this Contract in every subcontract, including procurements of materials and leases of equipment. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. CONTRACTOR CLAIMS OF \$375,000 OR LESS. Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications. Contractor shall be required to file a government tort claim pursuant to Government Code Section 900 et seq. as

a prerequisite to filing a construction claim in compliance with Public Contract Code Section 20104 – 20104.6. In addition to any other auditing and inspection rights authorized under the Contract Documents, City shall have the right to audit Contractor's project records in the event Contract initiates a construction claim.

25. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act

(Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

26. INDEMNIFICATION

To the maximum extent permitted by Civil Code Section 2782 et seq., City shall not be liable for, and Contractor shall indemnify, defend and hold harmless City and its elected and appointed officials, officers, agents, employees and volunteers (collectively 'City Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, stop notices, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as 'Claims'), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of City Parties. However, Contractor shall have no obligation to indemnify, defend and hold harmless the City Parties against Claims caused by the active negligence, sole negligence or willful misconduct of City Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor. The foregoing notwithstanding and without affecting the rights of City under any provisions of this Contract, Contractor shall not be required to indemnify, defend and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

27. COUNTERPARTS. This Contract shall be executed in three (3) original counterparts.

IN WITNESS WHEREOF, three identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

CITY: City of El Monte

By: _____
Raul Godinez II, City Manager

APPROVED AS TO FORM:

By: _____
Richard Padilla, Assistant City Attorney

CONTRACTOR: [INSERT CONTRACTOR]

By: _____

Print Name: _____

Title: _____

SECTION 00610
FORM OF PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, _____,
State of California, on _____, 20_____, awarded

_____ hereinafter designated as the "Principal", the contract to

CITY OF EL MONTE
WATER METER REPLACEMENT PROJECT

NOW THEREFORE, we the Principal, and _____
_____ as Surety, are held and firmly
bound unto _____, hereinafter called the
_____, in the penal sum of _____
_____ Dollars (\$_____)

lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assign, shall in all things stand to and abide by and keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of El Monte, its officers and agents, as therein stipulated, then this obligation shall become null and void: otherwise, it shall be and remain in full force and virtue, and also in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

And the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed or materials and/or equipment to be furnished thereunder or the Specifications accompanying the same, shall in anywise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

WATER METER REPLACEMENT PROJECT

Performance Bond 00610-1

SURETY:

By: _____

Name: _____

Title: _____

PRINCIPAL:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SECTION 00620
FORM OF LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____ as Surety, and _____, as Principal, are held and firmly bound unto the City of El Monte, a municipal corporation, in the sum of _____ Dollars (\$_____), said sum being (100% of the estimated amount of the foregoing and annexed contract, to be paid to said _____, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH: That if the above bounden principal, as Contractor in the annexed contract or his/her subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay any person, company or corporation renting or hiring teams or implements or machinery for or contributing to said work to be done, or any person who supplies both work and materials therefore, or the amount due under the Employment Insurance Act with respect to such work or labor, the surety will pay for the same, in an amount not exceeding the above obligation, and also, in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered. This obligation and bond shall insure to the benefit of any and all persons entitled to file claims under Section 3181 of the Code of Civil Procedure and said persons or any of them or their assigns shall have a right to action thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D., 20__.

Surety:

Principal:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

WATER METER REPLACEMENT PROJECT

Labor and Material Bond

(Seal)

(Attorney in Fact)

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On this _____ day of _____, 20__, before me
 , a Notary Public in and for the County of _____ ,

_____ known
 to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact
 of _____ and acknowledged to me that he has subscribed the
 name of _____ thereto as surety, and **his/her** own name as Attorney
 in Fact.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in
 this certificate first above written.

 Notary Public in and for said County and State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

- INSURER A *GENERAL LIABILITY CARRIER MUST HAVE A*
- INSURER B *CURRENT A.M. BEST RATING OF "A VI" OR HIGHER.*
- INSURER C *WORKERS' COMPENSATION CARRIER MUST HAVE A*
- INSURER D *CURRENT A.M. BEST RATING OF "A-VII" OR HIGHER.*
- INSURER E *CARRIERS MUST BE ADMITTED IN CALIFORNIA*

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITOINS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS <i>MINIMUM ACCEPTABLE LIMITS</i>	
	GENERAL LIABILITY <div><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <div><div></div><div></div></div><div>GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</div></div></div>				EACH OCCURRENCE	\$1,000,000.
					FIRE DAMAGE (Any one fire)	\$ 50,000.
					MED EXP (Any one person)	\$ 5,000.
					PERSONAL & ADV INJURY	\$1,000,000.
					GENERAL AGGREGATE	\$2,000,000.
					PRODUCTS-COMP/OP AGG	\$2,000,000.
	AUTOMOBILE LIABILITY <div><div><div><div></div><div>ANY AUTO</div></div><div><div></div><div>ALL OWNED AUTOS</div></div><div><div></div><div>SCHEDULED AUTOS</div></div><div><div></div><div>HIRED AUTOS</div></div><div><div></div><div>NON-OWNED AUTOS</div></div><div><div></div><div></div></div></div></div>				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <div><div><div></div><div>ANY AUTO</div></div></div>				AUTO ONLY – EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
	EXCESS LIABILITY <div><div><div><div><input type="checkbox"/> OCCUR. <input type="checkbox"/> CLAIMS MADE</div></div><div><div></div><div>DEDUCTIBLE</div></div><div><div></div><div>RETENTION \$</div></div></div></div>				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				<div><div><input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER</div></div>	
					E.L. EACH ACCIDENT	\$1,000,000.
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000.
					E.L. DISEASE – POLICY LIMIT	\$1,000,000.
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**THE CITY OF EL MONTE IS HEREBY NAMED AS ADDITIONAL INSURED.
SEE ATTACHED ADDITIONAL INSURED ENDORSEMENT. (MUST BE FORM CG2010 OR EQUIVALENT.)**

***10 days in the event of non-payment of premium**

CERTIFICATE HOLDER	<div><div></div><div>ADDITIONAL INSURED:INSURED LETTER: _____</div></div>	CANCELLATION
CITY OF EL MONTE PUBLIC WORKS ENGINEERING DEPARTMENT 11333 VALLEY BOULEVARD EL MONTE, CA 91731		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**CITY OF EL MONTE
PUBLIC WORKS ENGINEERING DEPARTMENT
11333 VALLEY BOULEVARD
EL MONTE, CA 91731**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

as applicable to this endorsement.)